

DEPARTMENT OF THE ARMY  
Corps of Engineers  
North Pacific Division  
Seattle District

Lease No. ~~W45-108~~ ENG-2039  
Negotiated Lease ENG  
J.C. McC.

LEASE  
BETWEEN  
KING COUNTY, a municipal corporation,  
and  
THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 1st day of July in the year one thousand nine hundred and forty-eight by and between KING COUNTY, a municipal corporation, whose address is County-City Building, Seattle 4, Washington, and whose interest in the property hereinafter described is that of fee simple owner, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

That portion of the ground and buildings in the installation known as the Aircraft Factory School, identified as:

- ✓ T-103 School building; 76'x270', 1 story, frame construction with concrete floor and installed equipment
- ✓ T-107 Laundry building; 40'x100', 1 story, frame construction with wood floor and installed equipment
- T-108 Recreation building; 20'x72', 1 story, frame construction with concrete floor
- ✓ T-109 Lavatory; 25'4"x48'2", 1 story, frame construction with concrete floor and installed equipment
- ✓ T-111 Recreation building; 20'x34', 1 story, frame construction with concrete floor
- ✓ T-112 Mess Hall; 67'x220' with two (2) wings 39'x56'6", 40'x53'6" and one (1) addition 18'x56'6", 1 story, frame construction with concrete floor and installed equipment

- T-121 Post Exchange; 20'x100' with three (3) wings 30'x10', 30'x38' and 10'x22', 1 story, frame construction with concrete floor and installed equipment
- T-125 Lavatory; 20'x56', 1 story, frame construction with concrete floor and installed equipment
- T-128 Administration building; 82'x36' with four (4) wings 23'x39', 10'x69', 16'x69' and 15'x69', 1 story, frame construction with concrete floor and installed equipment
- T-130 Post Office; 20'x84' with 20'x24' addition, 1 story, frame construction with concrete floor
- T-142 Chapel; 20'x72', 1 story, frame construction with concrete floor
- T-143 Day Room; 20'x64', 1 story, frame construction with concrete floor
- T-150 Infirmary; 25'x124', with 25'x8' addition, 1 story, frame construction with wood floor and installed equipment
- T-168 Day Room; 20'x84', 1 story, frame construction with concrete floor
- T-178 Supply Building; 20'x84', 1 story, frame construction with concrete floor

together with the right of ingress and egress and joint use of existing sidewalks, roadways, fencing, gates and installed utility systems; all located on the land situated at the northwest end of Boeing Field, bounded generally by Myrtle Street, Ellis Avenue and Elizabeth Street, City of Seattle, King County, Washington, and more specifically described as follows:

Beginning at the intersection of the East side of Ellis Avenue and the center line of Willow Street, which is S. 77°44'15" E. 30' from the monument marking the intersection of centerlines of Willow Street and Ellis Avenue in the City of Seattle, Section 29, Township 24 North, Range 4 East, Willamette Meridian, thence N.11°56'E., 1363' to South line of Elizabeth Addition, thence S.89°56'E., 159.7' along South line of Elizabeth Addition, thence S.0°16'05"W., 884.4' along centerline D.L.C. #46, thence along meander line of old Waterway,

S.70°50'35"W., 47.29'  
 S.46°15'49"W., 192.38'  
 S.51°16'21"W., 286.96'  
 S.33°28'16"W., 270' more or less  
 S.14°26'16"W., 54' more or less  
 S.2°15'13"E., 142.02' more or less  
 S.87°W., 240' more or less

thence N.11°56'E., 351.9' along the East side of Ellis Avenue to the point of beginning, containing 17.03 acres;

as shown by map attached and marked as Exhibit "A"; to be used for the following purpose: Activities of the Washington State National Guard

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1948 through June 30, 1949, provided that, unless and until the Government shall give notice of termination in accordance with provision 10 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 1973. *with option to renew for 24 years*

4. The Government shall pay the Lessor rent at the following rate: One and no/100 Dollars (\$1.00) per annum. Payment shall be made at the end of each fiscal year by the Finance Officer, United States Army, 4735 East Marginal Way, Seattle 4, Washington.

5. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to desirable tenants.

6. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.// The Government shall surrender possession of the premises upon the expiration or termination of this lease and, if required by the Lessor, shall within 15 days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition, the Lessor shall give written notice thereof to the Government at least 20 days before the expiration or termination of the lease; and provided further, that should the Lessor give such notice within the time specified above, the Government shall have the right and privilege of making a cash settlement with the Lessor in lieu of performance of its obligation, if any, to restore the real estate, personal property (if any be demised herein), or both real and personal property. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effectuating such settlement.//

7. ~~The Lessor warrants the mechanical equipment, if any, and the utilities to be in good serviceable and operating condition.~~ *T.M.G. W.H.S. Deleted D.M. Jones*

8. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government,

the Government may terminate the lease by giving written notice to the Lessor within fifteen days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

9. As of the commencement date of this lease, a joint inventory and condition report of all personal property of the Lessor included in this lease, and also a joint physical survey and inspection report of the demised premises shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties hereto. Said survey and inspection report is attached hereto and made a part hereof as Exhibit "B".

10. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

11. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at County-City Building, Seattle 4, Washington, and if given by the Lessor shall be addressed to District Engineer, Seattle District, Corps of Engineers, 4735 East Marginal Way, Seattle 4, Washington, Attention: Real Estate Division.

12. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

13. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

Attest:

\_\_\_\_\_

(Address)

ATTEST:

ROBERT A. MORRIS,  
Clerk of Board

By Ralph E. Stevens  
Deputy

King County a municipal corporation,

By: Taylor M. Sullivan

TAYLOR M. SULLIVAN, Chairman of the Board

M. H. Sears

(SEAL)

M. H. SEARS, Commissioner

By: John C. McKinn

JOHN C. MCKINN, Commissioner

THE UNITED STATES OF AMERICA,

John C. McKinn  
(Notary Public)

John C. McKinn  
Notary Public, State of Washington  
Seattle, Washington

(CORPORATE SEAL)

STATE OF WASHINGTON ) ss.  
County of King )

On this 26<sup>th</sup> day of July A.D. 1948, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Taylor M. Sullivan, M. H. Sears, and John C. McKinn, known to be the Board of Commissioners of the County of King, who executed the foregoing instrument, and acknowledged to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and authorized me to execute the said instrument and to affix the corporate seal of said municipal corporation.

IN WITNESS my hand and official seal this 26<sup>th</sup> day of July, 1948, at Seattle, Washington.

certificates above written.

Rosair Early

Notary Public, State of Washington  
My Commission Expires:

APPROVED AS TO FORM

[Signature]  
Deputy Prosecuting Attorney



# EXHIBIT "B"

## JOINT PHYSICAL SURVEY

AND

## INSPECTION REPORT

Lease No. 445-108-enr-2039

The following is a physical survey of that portion of the ground and buildings in the installation known as the Aircraft Factory School as outlined on Exhibit "A" attached to lease dated July 1, 1948 between King County, a municipal corporation, and the United States of America. This survey and report is made by a representative of the lessor and a representative of the Government for the purpose of establishing the true condition of the premises at the beginning of the occupancy by the Government under the aforementioned lease.

T-103 ✓

School Building, 76' x 270'

ITEM	UNIT	QUANTITY
Extinguishers, fire, water, pump type, 2½-gal.	Ea.	4
Sink, kitchen V. C., 16" x 20" x 6"	Ea.	1
Closets, Water, w/Flush valve	Ea.	2
Lavatory, V. C.	Ea.	1
Mirror, 12" x 16"	Ea.	1
Fountains, drinking, wall hung	Ea.	2
Extinguishers, fire, 3-A, 2½-gal.	Ea.	3
Sink, Scullery, 2-compt., sheet metal, 24"x60"x18"	Ea.	1
Extinguishers, fire, water, pump, 4-gal.	Ea.	1
Sinks, Service, V.C., 16" x 18" x 12"	Ea.	1
Lavatories, C.I.	Ea.	7
Mirrors, 14" x 20"	Ea.	5
Mirrors, 20" x 24"	Ea.	1
Urinals, wall hung, V.C.	Ea.	3
Cabinets, shower, galv., sheet metal, complete	Ea.	4
Closets, Water, V.C., w/Flush valve	Ea.	6
Tanks, hot water, elec., 60-gal. "Frigidaire"	Ea.	2
" " " " " 30-gal. "National"	Ea.	1
Closets, water, w/tank	Ea.	1
Extinguishers, fire, water, pump, 4-gal.	Ea.	1
Furnace, forced air, coal, "Andrews", 75,000		
Motor, 7-1/2 HP, w/3-HP. Motor	Ea.	1
Shower, 3-1/2", "Fairbanks-Corse", 3/4 HP., 1-2 l.p. per hour	Ea.	1
Shower, 1/1 w/Drain	Ea.	1
Unit, bell & sump (elec.) (button missing)	Ea.	1

Building in fair condition  
3 broken window panes

T-107 ✓

Laundry Building, 20' x 100'

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>
Fountain, drinking, wall hung	Ea.	1
Heater, space, coal burning, Army #1	Ea.	1
Extinguishers, Fire, Water, pump, 4-gal.	Ea.	3
Lavatory, V. C.	Ea.	1
Closets, water, V. C.	Ea.	1
Mirror, 14" x 20"	Ea.	1

Building in poor condition.  
1 broken window pane.

T-108

Recreation Building, 20' x 72'

Heaters, space, coal burning, Army #1	Ea.	2
Extinguishers, Fire, Water, pump, 4-gal.	Ea.	2

Building in fair condition.

T-109 ✓

Building, 25'4" x 48'2"

Tank, Storage, H.W., 3½' x 10'	Ea.	1
Extinguishers, Fire, Water, pump, 4-gal.	Ea.	1
Heater, Space, coal burning, Army #1	Ea.	1
Boiler, Steam or water, coal burning, "U.S. Radiator Corp.", 50-B.	Ea.	1
Sink, dbl. compt. 72", Sheet metal - S/M	Ea.	7
Mirrors, 14" x 20"	Ea.	11
Heads, Shower	Ea.	10
Urinals, trough, sheet metal, S/M, 72"	Ea.	4
Closets, water, w/flush valves	Ea.	16
Fountain, Drinking, V.C., wall hung	Ea.	1

Building in poor condition.

T-111 ✓

Recreation Building, 20' x 84'

Heater, Space, Army #1	Ea.	1
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Building in fair condition.  
2 broken window panes.

T-112✓

Post Exchange, 20'x100' W/Wings: 30'x40'  
30'x38' and 10'x22'

		QUANTITY
Boilers, Steam, coal, "Atlas", 30-HP	Ea.	2
Food, Storage, hot water, 1 x 18	Ea.	1
" " " " 100-gal.	Ea.	1
Valve, Gate, 1", brass	Ea.	1
Extinguishers, Fire, 2 1/2-gal.	Ea.	1
Trinials, V.I., wa 1 hing, a flush valve	Ea.	1
Lavatories, V.C.	Ea.	4
Sinks, water, V.I.	Ea.	3
*Sinks, Frig., 2-comp., 2-comp. w/drainboard		
built-in, valv., 40" (ap. 100.)	Ea.	1
Sinks, Service, C.I., enameled, 16" x 18" x 12"	Ea.	1
Extinguishers, Fire, S&A, 2 1/2-gal.	Ea.	1
Ranges, Kitchen, coal burner, army #5	Ea.	2
Sinks, scullery, 2-comp., 2-comp. drainboard,		
20" x 60" x 18", Galv.	Ea.	2
Sinks, Service, C.I., enameled, 16"x18"x12"	Ea.	1
Compressors, Refrigeration, "York", #21221 &		
21146, 1/2 motors, "Century", Elec., 1-HP.,		
220/1140 V., RPM 1735, Model #AA3-3, Ser. No.		
J-1 (both motors have same serial number)	Ea.	2
**Fan, Exhaust, Squirrel cage	Ea.	1
Extinguishers, Fire, 2 1/2-gal. water, pump	Ea.	4
" " " " 4-gal. " "	Ea.	10
Units, Blower, Refrig., "Jacobs & Gile"	Ea.	4
Heaters, Unit, Steam "Western Blower Co."	Ea.	8
***Tables, Steam, built-in	Ea.	4
Thermostats	Ea.	3

\* Drainboard partially broken

\*\* No motor

\*\*\* Poor condition. Partly dismantled

Building in fair condition

T-121✓

Post Exchange, 20'x100' W/Wings 30'x40'  
30'x38' and 10'x22'

Extinguishers, Fire, Water, Pump, 2 1/2-gal.	Ea.	1
" " S&A, 2 1/2-gal.	Ea.	2



T-121 Cont'd

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>
Urinal, Trough, C.I. enamel, 72"	Ea.	1
Sink, Service, C.I. enamel, 16"x20"x12" rolled rim	Ea.	1
Sink, Scullery, 2-compt., 2 drainboards, 20" x 40" x 14"	Ea.	1
Tank, Storage, hot water, 20"x60", 80-gal. w/heater side arm, elec., "Westinghouse", 240 V., 3500 Watt	Ea.	1
Closets, Water, w/flush valve	Ea.	1
Lavatory, C.I. enamel	Ea.	1

Building in fair condition

T-125 ✓

Latrine, 20' x 56'

Heaters, Space, Army #1	Ea.	1
Closets, Water, V. C., w/flush valve	Ea.	16
Urinals, Wall hung, V.C.	Ea.	11
Fountains, Drinking, wall hung	Ea.	1
Heads, Shower	Ea.	10
Mirrors, 14" x 20"	Ea.	2
Lavatories, V. C.	Ea.	17
Extinguishers, Fire, Water, pump, 2-1/2-gal.	Ea.	2
Tank, Storage, Hot water, 4' x 12'	Ea.	1
Boilers, Steam or Water, Coal burning, "Arco" Size 5-B	Ea.	2

Building condition:

Poor exterior

Fair interior

T-128 ✓

Post Engineer, 82'x36' W/Wings:  
23'x39' 10' x69', 16'x69' and 15'x69'

Radiators, Steam, 38", 5-tube, 8 sec.	Ea.	10
Lavatories, V. C.	Ea.	1
Closets, Water, w/flush valves, V.C.	Ea.	2
Extinguishers, Fire, S&A, 2 1/2-gal.	Ea.	2
Sink, Kitchen, C.I. enameled, 15" x 28"	Ea.	1
Radiators, Steam, 10-sec., 4-tube, 38"	Ea.	1

T-128 Cont'd

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>
Boilers, Steam, or water, Oil burning, "Int'l", "Economy"	Ea.	1
Heater, Space, coal burning, Cannon #20	Ea.	1
Closets, Water, V.C. w/flush valve	Ea.	1
Main building in fair condition, wings in poor condition. 9 window panes cracked		

T-130

Post Office Bldg., 20'x84'  
W/Addns: 20'x24'

Heaters, Space, Coal, Cannon #20	Ea.	1
Extinguishers, Fire, Water, Pump, 2 $\frac{1}{2}$ -gal.	Ea.	1

Building in poor condition.

T-142

Chapel, 20' x 72'

Heaters, Space, Coal burning, Army #1	Ea.	2
Extinguishers, Fire, Water, Pump, 4-gal.	Ea.	2

Building in fair condition.  
7 window panes broken.

T-143

Day Room, 20' x 84'

Heaters, Space, Coal, Army #1	Ea.	2
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Building in fair condition

T-150

Dispensary 25' x 124' Addns: 25'x8'

Extinguishers, Fire, Water, Pump, 4-gal.	Ea.	2
Radiators, Steam, 5-tube, 21", 20-Sec.	Ea.	3
Sink, Surgical, w/knee action, 18"x26"x10" V.C.	Ea.	1
Mirrors, 14" x 20"	Ea.	7
Radiators, Steam, 5-tube, 21", 14-Sec.	Ea.	3

T-150 Cont'd

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>
Sink, Kitchen C.I. Enamel, 1-drnbrd, 16"x26"x6"	Ea.	1
Sink, Service, 16"x18"x12", V.C.	Ea.	1
Sink, kitchen, C.I. enamel, 16"x26"x6"	Ea.	1
Radiators, Steam, 5-tube, 21", 12-Sec.	Ea.	4
Urinals, wall hung, V.C.	Ea.	2
Lavatories, V. C.	Ea.	8
Closets, Water, w/flush valves, V.C.	Ea.	3
Cabinet, shower, complete	Ea.	1
Radiators, steam, 5-tube, 21" 22-sec.	Ea.	1
Sink, kitchen, C.I. enamel, 17"x22"x6" w/drainboard	Ea.	1
Radiators, Steam, 5-tube, 21", 24-Sec.	Ea.	4
Extinguishers, Fire, Water, Pump, 2 1/2-gal.	Ea.	2
Sink, Service, 18"x18"x14", V.C.	Ea.	1
Radiator, Steam, 5-tube, 21", 6-Sec., C.I.	Ea.	1
" " " " 10-Sec., C.I.	Ea.	3
Sink, kitchen 12"x16"x6", V.C.	Ea.	1
Boiler, Steam or Water, coal burning, U.S. Rad.		
Model US. 1530	Ea.	1
Tank, Storage, Hot water, 100-gal.	Ea.	1
Heater, hot water, coal burning, "Ideal", Model 06-1B	Ea.	1
Sink, Service, 14"x18"x6"	Ea.	1
Radiator, Steam, 5-tube, 21", 8-Sec.	Ea.	1

Building in fair condition

T-168

Day Room, 20'x84'

Heaters, Space, Coal Burning, Cannon #20	Ea.	2
* Extinguishers, Fire, Water, Pump, 4-gal.	Ea.	2

Building in poor condition.

\* Pump handles missing.

4 window panes broken.

T-178 ✓

Supply Building, 20' x 84'

Heater, Space, Coal Burning, Cannon #20	Ea.	1
Extinguishers, Fire, Water, Pump, 4-gal.	Ea.	2

Building in fair condition.

Grounds surrounding buildings overgrown with weeds and grass.

Window screens on those buildings which are equipped with them are in most cases badly deteriorated.

DATED this 31st day of July, 1948.

David J. Pugh  
(Representative of Lessor)  
DAVID J. PUGH  
Asst. Mgr., Boeing Field

W. C. Nelson  
(United States Representative)  
W. C. NELSON  
Negotiator

July 26, 1948:

Vol. 46, Page 452

The Board of County Commissioners met in their office in the King County Court House, Seattle, Washington, pursuant to adjournment, the same being the second meeting of the July 1938 Session.

Present were: Chairman, Taylor M. Greene and Commissioners Wm. H. Sears and Dean C. McLean.

The following proceedings were had:

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On motion of Mr. Greene, seconded by Mr. McLean and passed unanimously, lease between King County and the United States of America covering property at the King County Airport known as the Aircraft Factory School, was approved, upon the deletion of Paragraph 7 therein, and executed by the Board, as of July 1, 1948, as follows:

(Lease recorded in full)

On motion of Mr. Greene, seconded by Mr. McLean and passed unanimously, agreement between the United States of America and King County providing for the revision of lease covering property at the King County Airport, known as the Aircraft Factory School, was approved and executed by the Board, as of July 2, 1948, as follows:

(Agreement recorded in full)

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The Board adjourned to meet August 2, 1948 at 11 A.M.

ATTEST:

ROBERT A. MORRIS

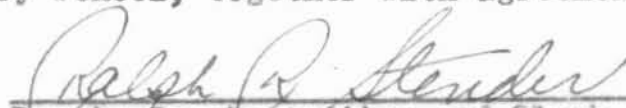
Clerk of Board

By By (Signed Ralph R. Stender)  
Deputy

(Signed) Taylor M. Greene  
Chairman, Board of County  
Commissioners King County  
Washington

C E R T I F I C A T E

I, RALPH R. STENDER, Deputy County Auditor and Clerk of the Board of County Commissioners, hereby certify that the above are true and correct copies of proceedings had by the Board of County Commissioners on July 26, 1948, pertaining the lease covering property at the King County Airport, known as the Aircraft Factory School, together with agreement providing for revision thereof.

  
Deputy County Auditor and Clerk of